



The David J. Joseph Company

November 27, 2006

Mr. Vernon Williams  
Recordations Unit  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, DC 20423-0006

RECORDATION NO. 21215-F FILED

NOV 29 '06

12-42 PM

SURFACE TRANSPORTATION BOARD



Dear Mr. Williams:

Please find enclosed, two (2) certified copies of the Termination Agreement dated September 29, 2006 between the following parties:

The David J. Joseph Company  
300 Pike Street  
Cincinnati, OH 45202

The Fifth Third Leasing Company  
38 Fountain Square Plaza  
Cincinnati, Oh 45202

Please see Exhibit A attached hereto for the equipment involved in this transaction.

This filing is to appear in the index as follows: Termination Agreement dated September 29, 2006 related to two hundred railcars bearing reporting marks DJLX 97800 – 97999, inclusive..

Please file this agreement as a secondary document under the Recordation Number 21215-F as it relates to documents previously filed with the Surface Transportation Board under Recordation Numbers 21215 through 21215-E. The amount of \$34.00 for the filing fees is included on the enclosed check. Please return a stamped copy to my attention.

Should you have any questions or need further information, please do not hesitate to contact me at (513) 419-6062.

Sincerely,

The David J. Joseph Company

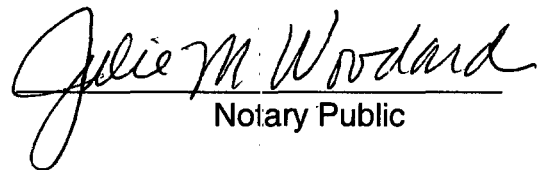
*Julie M. Woodard*

Julie M. Woodard  
Documentation Coordinator

Enclosures

**CERTIFICATE**

The undersigned, Julie M. Woodard notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

  
Notary Public



**JULIE M. WOODARD**  
Notary Public, State of Ohio  
My Commission Expires  
September 24, 2007

NOV 29 '06

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## SURFACE TRANSPORTATION BOARD

## TERMINATION AGREEMENT

This Termination Agreement (the "Agreement"), is entered into this 29<sup>th</sup> day of September, 2006, by and between **THE DAVID J. JOSEPH COMPANY, successor-in-interest by merger to DJJ Transportation Services, Inc., ("DJJ")**, and **THE FIFTH THIRD LEASING COMPANY ("Fifth Third")**. Capitalized terms not otherwise defined herein shall have the meanings given them in the Purchase and Sale Agreement.

WHEREAS, FerroQuadrum S.A. de C.V., a Mexico corporation ("FerroQ") is originally named as the lessee of certain railcars (the "Railcars") pursuant to that certain Railroad Equipment Lease (the "Prior Lease") dated as of January 5, 1998 by and between FerroQ and DJJ Transportation Services, Inc., a Delaware corporation ("DJJTS"), as lessor;

WHEREAS, DJJTS sold the Railcars and assigned its rights, title and interest as lessor under the Lease, to Fifth Third pursuant to the Purchase and Sale Agreement dated January 30, 1998;

WHEREAS, FerroQ changed its name to Joseph Transportation de Mexico, S.A de C.V.;

WHEREAS, Joseph Transportation de Mexico, S.A. de C.V. assigned its rights as lessee under the Lease to Joseph Transportation Services, Inc., a Delaware corporation ("JTS") and JTS assumed the obligation of lessee under the Lease pursuant to that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of October 18, 2002 by and between Joseph Transportation de Mexico and JTS;

WHEREAS, JTS delivered the Railcars under sublease to Cemex Mexico, S.A. de C.V., a Mexico corporation ("Sublessee") pursuant to that certain Railroad Equipment Lease (the "Sublease") dated as of June 25, 2003 by and between JTS and Cemex Mexico, S.A. de C.V.;

WHEREAS, JTS merged into DJJ pursuant to that certain Certificate of Merger dated July 30, 2003, which was filed with the Delaware Secretary of State on August 15, 2003 (the "Merger");

WHEREAS, DJJ was the survivor of the Merger and has assumed all obligations of lessee under the Lease and of lessor under the Sublease pursuant to, among other items, that certain Consent, Assumption and Collateral Assignment Agreement dated of even date herewith by and between DJJ, as assignor, and Fifth Third, as assignee; and

WHEREAS, Fifth Third now owns the Railcars and is the lessor under the Lease and DJJ is the lessee under the Lease, as well as the sublessor under the Sublease;


WHEREAS, Fifth Third now desires to sell the Railcars to General Electric Railcar Services Corporation ("GERSC") under separate Purchase Agreement and GECC desires to terminate the Lease and enter into a new lease agreement with DJJ.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

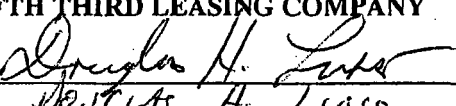
1. DJJ and Fifth Third agree to terminate the Prior Lease and all other documentation thereto by and between Fifth Third and DJJ as of July 31, 2006. The Units specified in Exhibit A attached hereto had been subject to the Prior Lease.
2. DJJ hereby represents, warrants and declares to and in favor of the Fifth Third that as of the date hereof DJJ, through various repair shop facilities, has replaced the defective bolsters on the Railcars as set forth in the Association of American Railroads ("AAR") Early Warning Letters EW-5191, EW-5192, EW-5193, EW5194, EW-5195, EW-5196 and EW-5197 and as otherwise required by the AAR for continued interchange. DJJ further represents, warrants and declares the Railcars also comply with any applicable maintenance standards set forth in the Lease.
3. DJJ has provided to Fifth Third invoices received by DJJ for all work in connection with the defective bolsters. Fifth Third has disbursed to DJJ funds in the amount of \$300,000 in accordance with written instructions by DJJ.
4. DJJ acknowledges and agrees obligations that it was required to perform during the term of the Prior Lease, along with any outstanding tax and indemnification obligations relating to the Lease term, shall survive the termination of the Lease.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

**THE DAVID J. JOSEPH COMPANY**

BY:   
NAME: Everett N. Martin  
TITLE: Asst. Corp. Secretary

**THE FIFTH THIRD LEASING COMPANY**

BY:   
NAME: Douglas H. Lisco  
TITLE: V. P.

**EXHIBIT A**

**DESCRIPTION OF EQUIPMENT**

Two hundred (200), 100-ton, 1997 Thrall-built, 3250 cubic foot and 286,000 pound capacity cement hopper railcars bearing reporting marks as follows:

DJLX 97800-97999, INCLUSIVE